



Council / Conseil

College Compensation and Appointments Council
Conseil de la rémunération et des nominations dans les collèges

Support Staff Bargaining Management Proposals

February 12, 2008

Proposals Presented by:

The College Compensation and Appointments Council
on behalf of the
Colleges of Applied Arts and Technology

1. The Council would like to explore ways of improving processes, which enable the Colleges to respond and resolve unique issues and circumstances within their own environments, while recognizing the importance of job security to employees. Some issues for discussion within this framework are:
 - expanding the terms and conditions of employment for Appendix D and temporary employees
 - term specific positions
 - the Letter of Understanding "Contracting Out"
2. The Council would also like to discuss ways that the administration of the Collective Agreement can be streamlined. The following is a partial list of some of the items for discussion:
 - part-time and seniority lists produced every 6 months
 - use of electronic information that is available versus producing hard-copies
 - use of electronic posting boards
 - payment of Special Allowance
 - clarify whether and when prior part-time and/or Appendix D service should be added to full-time service and/or seniority upon hire into full-time position
 - delete article and letters of understanding dealing with the use of VDTs
 - reimbursement versus allowance for safety boots and eyeglasses
 - mandatory Step 1 meetings, if requested
3. The Council would like to discuss changes to the Collective Agreement that will assist the Colleges and employees in balancing their personal and family needs with the College's operational requirements.
 - personal and family leaves, with and without pay
 - flexible scheduling arrangements and other work schedule issues
 - Family Day

4. Language Clarification Issues

Please refer to Appendix A for details.

- Article 2.3 Human Rights - incorporate changes to legislation
- replace "Personnel" with "Human Resources"
 - Article 11.3 Vacation Pay
 - Article 18.2.7 Rights
 - Article 18.3.1 Group Grievance
 - Article 18.3.2 Multi-college Issues
 - Article 18.3.3 Union Grievance
 - Article 18.6.3 Arbitration
- changes due to the implementation of the new job evaluation system
 - Article 4.1 Seniority Lists
 - Article 4.4.1 List of New Employees
 - Article 6.1.2.2 Forty (40) Hours per Week
 - Article 7.2 Classifications
 - Article 7.2.1 Atypical Position
 - Article 7.3.1 Movement Through the Wage Rate Steps
 - Article 7.6 Lead Hand Premium
 - Article 15.4.3 Bumping Procedure
 - Article 15.4.6 Red Circle Provision
 - Article 17.1 Notices
 - Article 18.4.3.1 Arbitrators
 - Letter of Understanding "Layoff/Recall Process - Bumping" and include an example to illustrate the rights of a "grand-parented" employee
 - Letter of Understanding "Review of Classification System"
 - Letter of Understanding "Appointment of Classification Arbitrators"
 - Appendix E(i) Classification/Payband Matrix
- update list of Arbitrators in Article 18.7.2
- Letter of Understanding "Union Time-off" - delete
- Letter of Understanding "Extended Health Care Plan" - delete as details are published in the Benefits booklet
- Letter of Understanding "Drug Card" - delete as details are published in the Benefits booklet

The Council reserves the right to add or modify these proposals during the course of bargaining and without limiting the foregoing, particularly should legislation be implemented that alters the definition of the bargaining unit as outlined in Article 1.1.

Appendix A

2.3 Ontario Human Rights

The parties agree that in accordance with the provisions of the *Ontario Human Rights Code* there shall be no discrimination against any employee by the Union or the College because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, **same-sex partnership status**, family status or handicap.

Incorporate changes from legislation

Accommodation, if it is requested by the employee and it is determined to be required, is the duty of the College, the Union and the employee.

4.1 Seniority List

~~The College shall prepare and send a copy of the seniority list showing the employee's seniority, classification, payband, department, and home campus once every four (4) months to the Local Union President and the Union Head Office. A copy of the seniority list shall be posted at each Campus of each College and a copy of such seniority list shall be made available for inspection by an employee on request.~~

Changes due to implementation of new JE system

Effective March 1, 2007, the College shall prepare and send a copy of the seniority list showing the employee's seniority, position title, payband, grand-parented payband(s) (if applicable), department, and home campus once every four (4) months to the Local Union President and the Union Head Office. A copy of the seniority list shall be posted at each Campus of each College and a copy of such seniority list shall be made available for inspection by an employee on request.

4.4.1 List of New Employees

~~Once every month, the College shall give to the Local Union President a list of all new employees. This list will include for each new employee his/her name, classification, payband, department, and home campus, where ordinarily assigned.~~

Changes due to implementation of new JE system

Effective March 1, 2007, once every month, the College shall give to the Local Union President a list of all new employees. This list will include for each new employee his/her name, position title, payband, department, and home campus, where ordinarily assigned.

6.1.2.2 Forty (40) Hours per Week

~~An employee hired prior to September 1, 1997, who as of that date is~~

Changes due to implementation of new JE system

~~scheduled to work a normal work week of forty (40) hours per week, shall not have his/her normal work week reduced from forty (40) hours per week so long as he/she remains in one of the following job families:~~

- ~~- Operating Engineer~~
- ~~- Caretaker~~
- ~~- Food Service Worker~~
- ~~- Clerk Supply~~
- ~~- General Maintenance Worker~~
- ~~- Skilled Trades Worker~~
- ~~- Driver~~
- ~~- Bus Driver~~
- ~~- Security Guard,~~

~~unless the employee is the successful applicant for a job posting in one of these job families which has been posted specifying fewer hours.~~

Effective March 1, 2007, an employee hired prior to September 1, 1997 and, **who** on February 28, 2007 was in one of the following job families and assigned a normal work week of forty (40) hours per week, shall not have his/her normal work week reduced from forty (40) hours per week as long as he/she remains in that position:

- Operating Engineer
- Caretaker
- Food Service Worker
- Clerk Supply
- General Maintenance Worker
- Skilled Trades Worker
- Driver
- Bus Driver
- Security Guard.

It is understood that this provision will not apply if the employee is the successful applicant for a position with fewer hours.

7.2 Classifications

Classifications shall be listed in Appendix E(i) of this Agreement and the various grades or levels within a family of jobs (for example, Clerk A to D, General) shall each be a separate classification.

Effective March 1, 2007, this Article will no longer be applicable.

7.2.1 Atypical Position

An atypical position is a position within a job family which is given a core point rating which places the position on a payband not occupied by a classification within that job family or is a position which has no job family

Delete - due to implementation of new JE system

Delete - due to implementation of new JE system

in Appendix E(i), appropriate to the duties and responsibilities assigned.

Effective March 1, 2007, this Article will no longer be applicable.

7.3.1 Movement Through the Wage Rate Steps

Changes due to implementation of new JE system

Employees shall progress in accordance with the increments in the paybands as set out in Appendix E based on actual service in the payband.

~~Effective until March 1, 2007, employees whose classifications are governed by less than six (6) wage rate steps shall progress as follows:~~

- ~~— employees in classifications with three (3) steps are paid at the two (2) year rate on hire into the classification, the three (3) year rate at six (6) months and the four (4) year rate at one (1) year;~~
- ~~- employees in classifications with four (4) steps are paid at the one (1) year rate on hire into the classification, the two (2) year rate at six (6) months, the three (3) year rate at one (1) year and the four (4) year rate at two (2) years;~~
- ~~— employees in classifications with five (5) steps are paid at the six (6) month rate on hire into the classification; the one (1) year rate at six (6) months; the two (2) year rate at one (1) year; the three (3) year rate at two (2) years and the four (4) year rate at three (3) years.~~

7.6 Lead Hand Premium

Delete - due to implementation of new JE system

Effective until March 1, 2007, where the College determines that it is required, a Lead Hand may be designated within a work group, giving due consideration to the ability, qualifications required for the position and seniority, in making the appointment. Where the College assigns an employee to Lead Hand responsibilities, the employee shall be entitled to a premium in the amount of seventy-five (75) cents per hour over his/her current classification rate for all hours worked during such assignment.

The premium shall be payable for all hours worked but shall not form part of the employee's straight time hourly rate for the purposes of overtime or other premium pay.

10.1 Entitlement

Joint recommendation from EERC

An employee who has completed thirty (30) calendar days of continuous service will receive his/her regular rate of pay for his/her normal scheduled hours (up to a maximum of eight (8)) for the holidays set out following. It is understood, however, that employees who, as of the date of observance of any of the holidays have not yet completed thirty (30) calendar days of continuous service but subsequently successfully complete thirty (30)

calendar days of continuous service shall nevertheless be entitled to holiday pay in accordance with the provisions herein: **Family Day**, Good Friday, Victoria Day, Dominion Day, Civic Holiday, Labour Day, Thanksgiving Day.

11.3 Vacation Pay

Vacation pay shall be computed on the basis of the employee's regular wages based on his/her normal hours of work. The pay which an employee would normally receive during his/her vacation period shall be paid prior to such vacation providing the employee makes a written request to the ~~Personnel~~ **Human Resources** Office (or such other office as may be designated by the College concerned) at least fifteen (15) days prior to the commencement of such vacation.

Replace
"Personnel" with
"Human
Resources"

15.4.3 Bumping Procedure

The employee so identified shall be assigned by the College to the first position determined in accordance with the following sequence:

Changes due to
implementation
of new JE system

- ~~effective until March 1, 2007, to a vacant position in their classification provided he/she can satisfactorily perform the core duties and responsibilities of the job. If there is no such position then;~~
- to a vacant position in the same payband provided he/she can satisfactorily perform the core duties and responsibilities of the job. If there is no such position then;
- to the position held by the most junior employee within his/her same payband provided he/she can satisfactorily perform the core duties and responsibilities of the job and he/she has greater seniority. If there is no such position then;
- to a vacant position in the payband with a maximum rate one lower than the employee's own payband provided he/she can satisfactorily perform the core duties and responsibilities of the job. If there is no such position then;
- to the position held by the most junior employee in the payband with a maximum rate one lower than the employee's own payband provided he/she can satisfactorily perform the core duties and responsibilities of the job and he/she has greater seniority;
- the provisions of the last two sections shall be repeated until all paybands have been reviewed in descending order of maximum rate and either a vacant position or a position held by a more junior employee is identified and the employee affected can satisfactorily perform the core duties and responsibilities of the job. If no such position is identified the employee shall be laid off.

(To illustrate how this sequence operates on or after March 1, 2007, see

the Letter of Understanding appended to the Collective Agreement, dated September 22, 2005.)

15.4.6 Red Circle Provision

In applying the provisions of Article 15.4, persons being paid above the rate for their payband as a direct result of the commencement of the CAAT Support Staff Classification System on June 1, 1986, shall be deemed to be in the payband which has a maximum rate closest to, but no lower than, their actual rate.

Delete - due to implementation of new JE system

17.1 Notices

Notice shall be posted of a vacancy in a position within a payband covered by the Agreement for a period of five (5) days at each Campus and, at the same time, shall be sent to other locations of the College. No outside advertising for the position shall be conducted and no employee shall be hired from outside the College until the position has been posted for the said five (5) days. Such notice shall contain ~~the classification (effective until March 1, 2007)~~, position title, payband, hourly rate range, current Campus location, current hours of work, current shift(s), and an outline of the basic qualifications. Such notice shall be posted in appropriate locations accessible to employees. For the purposes of this Section, reference to days shall exclude Saturdays, Sundays, and statutory holidays. Copies of all posted vacancies shall be sent to the Local Union President at the time of distribution for posting.

Changes due to implementation of new JE system

18.2.7 Rights

An employee shall not be required to appear before a committee, board or other investigating body to answer concerning his/her conduct or performance without first being given reasonable opportunity to be accompanied by an employee representative if, as a result of his/her appearance, he/she may be subject to some written reprimand, assessment or penalty. However, this provision shall not be applicable when an employee is required to appear before his/her immediate Supervisor or, in his/her absence, the person acting in his/her stead or the ~~Personnel Officer~~ **Human Resources representative** of the College to answer concerning his/her conduct or performance.

Replace "Personnel" with "Human Resources"

18.3.1 Group Grievance

Where a number of employees in any College have identical grievances and each employee would be entitled to grieve separately, they shall present a group grievance in writing signed by each employee to the Director of ~~Personnel~~ **Human Resources** or as designated by the College, within

Replace "Personnel" with "Human Resources"

fifteen (15) days following the occurrence or origination of the common circumstances giving rise to the grievance commencing at Step No. 2 of the grievance procedure. The grievance shall then be treated throughout the balance of the grievance procedure as a single grievance.

18.3.2 Multi-College Issues

Where the grievance pertains to a number of Colleges, separate grievances shall be sent to the Directors of ~~Personnel~~ **Human Resources** or designated persons of each College affected with copies to the Executive Director of the Council.

Replace
"Personnel" with
"Human
Resources"

Failing settlement following the Step No. 3 meeting, such grievance may be referred to arbitration providing such referral is within fourteen (14) days of the receipt of the Step No. 3 reply.

18.3.3 Union Grievance

The Union shall have the right to file a grievance based on a difference arising directly out of the Agreement concerning the interpretation, application, administration or alleged contravention of this Agreement. However, such grievance shall not include any matter upon which an employee is personally entitled to grieve and the regular grievance procedure for a grievance peculiar to an individual employee shall not be bypassed except where the Union establishes that the employee has not grieved an unreasonable standard that is patently in violation of this Agreement and that adversely affects the rights of persons in the bargaining unit. A Union grievance shall be presented in writing, signed by the Local Union President or his/her designee to the Director of ~~Personnel~~ **Human Resources** or as designated by the College concerned, within thirty (30) days after the circumstances giving rise to the complaint have occurred, or have come to or ought reasonably to have come to the attention of the Union. The grievance shall then be processed in accordance with Step No. 3 of the grievance procedure.

Replace
"Personnel" with
"Human
Resources"

18.4.3.1 Arbitrators

Any matter so referred to arbitration, including any questions as to whether a matter is arbitrable pursuant to this process, shall be heard by one of the following specially trained Arbitrators:

Changes due to
implementation
of new JE system

G. Brent	R. McLaren
J. Devlin	K. O'Neil
I. Hunter	I. Springate
B. Keller	L. Tenace
<u>M. Cummings</u>	<u>M. Tims</u>

The Arbitrators shall be assigned either by agreement or failing agreement, by lot. The parties may from time to time by mutual agreement add further names to such list.

All Arbitrators so added shall undergo a training session on the job evaluation system, to be jointly developed and presented by the parties, and all current Arbitrators shall undergo reorientation to the job evaluation system every two (2) years.

18.6.3 Arbitration

If the grievor is not satisfied with the decision of the President, the grievor shall, within ten (10) days of receipt of the President's decision by notice in writing to the Director of ~~Personnel~~ **Human Resources** or College's designee, refer the matter to arbitration, as provided in this Agreement.

Replace
"Personnel" with
"Human
Resources"

18.7.2 Arbitrators

Any matter so referred to arbitration, including any questions as to whether a matter is arbitrable, shall be heard by an Arbitration Board of three (3) persons, which Board shall be selected as follows:

Update/review
list of arbitrators

- The Chairperson shall be selected from the following list:

M. Bendel	M. Picher
G. Brent	P. Picher
J. Devlin	M. Saltman
R. Howe	G. Simmons
W. Kaplan	S. Tacon
B. Keller	L. Tenace
R. MacDowell	G. Thorne
K. O'Neil	K. Whitaker

- The Chairperson shall be assigned either by agreement or, failing agreement, by lot. The parties may from time to time by mutual agreement add further names to such list;
- Following selection of a Chairperson, the College and the Union shall each appoint its appointee within ten (10) days thereafter and forthwith notify the other party and the Chairperson. However, if the College and Union mutually agree to arbitration by a sole Arbitrator, (prior to selection of a Chairperson) he/she shall be selected from the list and the other provisions referring to an Arbitration Board shall appropriately apply

LAYOFF/RECALL PROCESS - BUMPING

For clarity, the parties agree that the following examples demonstrate the general sequence of assignment which occurs pursuant to Article 15.4.3, after March 1, 2007. ~~Please refer to the Collective Agreement dated September 1, 2003 to August 31, 2005 for the example of the process prior to March 1, 2007.~~

Changes due to implementation of new JE system and example provided to illustrate rights of "grand-parented" employee

Example 1:

Assuming that an employee in payband C is to be laid off and no vacant position exists in payband C, the employee is first considered to replace the most junior employee in his/her payband. If the employee cannot satisfactorily perform the core duties and responsibilities of the job, then he/she is considered to replace the next most junior person in his/her payband, and so on. Once all positions in the employee's payband that are held by **more junior** employees are considered, and it is determined that the employee cannot satisfactorily perform the core duties and responsibilities of the job, vacancies in payband B are considered.

Assuming no suitable vacancies in payband B exist, the position held by **the most junior** employee in payband B is considered. If the employee cannot satisfactorily perform the core duties and responsibilities of the job, the position held by the next most junior employee in payband B is considered, and so on until all positions held by **more junior** employees in payband B are considered. If none are suitable, vacant positions in payband A are considered, etc. The employee will be assigned to the first position identified pursuant to this sequence for which he/she can satisfactorily perform the core duties and responsibilities of the job.

Example 2:

Employee #1 is in a position evaluated at payband D and is grand-parented at payband E (wage) and payband F (Article 15). For bumping purposes, Employee #1's rights start at payband F. Following the sequence above, if a vacant position in payband F does not exist, then consideration is given to a position in payband F held by a more junior employee. If Employee #1 can satisfactorily perform the core duties and responsibilities of the position in payband F held by the junior employee (Employee #2), then Employee #1 is assigned to both that position and the appropriate wage rate in payband F. Employee #1 is no longer grand-parented for any purpose. Employee #2 is grand-parented at payband G (wage and Article 15). Therefore, for bumping purposes, Employee #2's rights start at payband G and the steps outlined above are followed. If Employee #1 cannot satisfactorily perform the core duties and responsibilities of any position in payband F, then vacancies in payband E are considered. Assuming no suitable vacancies in payband E exist, the position in

payband E held by the most junior employee is considered. If Employee #1 cannot satisfactorily perform the core duties and responsibilities of the job, the position in payband E held by the next most junior employee is considered, and so on until all positions in payband E held by more junior employees are considered. If none are suitable, vacant positions in payband D are considered, etc. Employee #1 will be assigned to the first position identified pursuant to this sequence for which he/she can satisfactorily perform the core duties and responsibilities of the job and the corresponding wage rate for that position. Employee #1 is no longer grand-parented for any purpose.

REVIEW OF THE CLASSIFICATION SYSTEM

Delete

The parties acknowledge that the Classification Review Committee (CRC), the joint committee established to review the existing classification system, has completed its task and jointly recommends the implementation of a new evaluation system.

The parties agree, on the first day following ratification of the Collective Agreement, CRC will be granted authority to:

- communicate and release the implementation strategy for the new system;
- release the implementation guidelines, the job evaluation manual and associated materials for the new system;
- provide joint training on the system to key constituents, such as Human Resources, Local Union representatives, and Arbitrators
- where appropriate, modify the Collective Agreement to reflect the new system.

It is further understood that CRC will continue to operate throughout the implementation phase and for an additional six (6) months after to deal with issues that might arise from implementing the new system. At the end of this period, responsibility for the evaluation system will transfer to the Joint Classification Committee in accordance with Appendix F in the Collective Agreement. The College shall be reimbursed for time spent by the Union representatives on CRC in accordance with Article 5.1.2.

APPOINTMENT OF CLASSIFICATION ARBITRATORS

Delete

The parties agree that the Joint Classification Committee (JCC) is empowered to select up to two (2) Arbitrators to be added to the list contained in Article 18.4.3.1.

EXTENDED HEALTH CARE PLAN

Delete - details are published in the Benefits booklet

This letter confirms that on October 1, 2005, the paramedical services in the Extended Health Care Plan will be modified as follows:

In any Calendar Year, the Plan will cover 85% of the costs, up to a combined maximum of \$1,500, for the licensed paramedical specialists listed below, per person.

Paramedical services must be deemed by the profession's licensing/regulatory board to be within the scope of that profession. A service deemed to not be within the scope of the profession will not be covered.

Paramedical Specialists
psychologist, osteopath*, chiropractor*, chiropodist*, podiatrist*, naturopath, massage therapist, speech therapist, physiotherapist, audiologist, optometrist/ophthalmologist, occupational therapist, acupuncturist
* includes one x-ray examination per specialty each Calendar Year

DRUG CARD

Delete - details are published in the Benefits booklet

The "Employee Benefits" booklet will be modified to include the following:

Within six (6) months following September 22, 2005, a new pay direct "point-of-sale" prescription drug card will be implemented for Support Staff employees. With this card, employees will only need to pay 15% of the total cost to purchase medications covered by the Extended Health Care Plan.

UNION TIME-OFF

Delete

The parties agree to refer the issue of the release of employees for the purpose of assisting the Union in advising and educating members with respect to collective bargaining to the Employee/Employer Relations Committee (EERC) for discussion and recommendations to the parties.

APPENDIX E(i) CLASSIFICATION/PAYBAND MATRIX

Delete